

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE

MICHELLE MILLER,)	
)	
Plaintiff,)	
)	
v.)	Case No. _____
)	
RELIANCE STANDARD LIFE)	JURY DEMAND
INSURANCE COMPANY,)	
)	
Defendant.)	
)	

NOTICE OF REMOVAL

Defendant, Reliance Standard Life Insurance Company (“Reliance Standard”), removes this action, currently pending in the Circuit Court of Blount County, Tennessee, to this Court pursuant to 28 U.S.C. §§ 1332, 1441, and 1446. As grounds for removal, Reliance Standard states the following:

1. Complaint: Plaintiff filed the action titled *Michelle Miller v. Reliance Standard Life Insurance Company*, Docket Number L-16095, in the Circuit Court of Blount County, Tennessee, on February 14, 2008, claiming breach of contract and bad faith failure to pay an insurance claim. A copy of the complaint is attached as **Exhibit A**. Plaintiff alleges in Count One that defendant breached its contractual duties under Long-Term Disability Policy LTD 103948 by denying Plaintiff’s claim for disability benefits. (Complaint ¶ 7-14). Plaintiff alleges in Count Two that defendant is liable for statutory penalty for bad faith failure to pay a claim under Ga. Code Ann. § 33-4-6(a). (Complaint ¶ 15-22).

2. Basis for Jurisdiction in This Court: The basis for jurisdiction in this Court is diversity of citizenship under 28 U.S.C. § 1332(a).

a. Plaintiff states that she is an adult resident of Hamilton County, Tennessee. (Complaint ¶ 1).

b. Reliance Standard is incorporated in the State of Illinois and has its principal places of business in the State of Illinois and the State of Pennsylvania, and is thus, a citizen of Illinois and Pennsylvania, pursuant 28 U.S.C. § 1332(c)(1).

c. Given the complete diversity between plaintiff and Reliance Standard, jurisdiction is proper pursuant to 28 U.S.C. § 1332(a).

3. Amount in Controversy: The amount in controversy exceeds \$75,000, exclusive of interest and costs. Plaintiff does not seek a sum certain in damages in her complaint, nor does she limit the sum of damages she seeks to recover to less than the jurisdictional amount. Rather, Plaintiff seeks damages for breach of contract, stating that she “has suffered and continues to suffer, substantial damages. . .” (Complaint ¶ 14). Specifically, she prays for judgment in her favor awarding her “past due benefits” under the Policy (*See* Wherefore Clause) for alleged total disability that began in September 2005. (Complaint ¶¶ 8, 12-14). Plaintiff is also seeking damages from Reliance Standard as statutory penalty under Ga. Code Ann. § 33-4-6(a). (Complaint ¶¶ 15-22). Plaintiff additionally seeks attorney’s fees and “any and all other relief to which she may be entitled.” (*See* Wherefore Clause). Together, these alleged damages exceed \$75,000, exclusive of interest and costs.

4. Timeliness of Removal: The State of Tennessee Department of Commerce and Insurance received service of the Complaint on February 29, 2008, and notified Reliance Standard of such service via letter dated March 5, 2008, which Reliance Standard received on March 11, 2008. (*See* Notification Letter from Department of Commerce and Insurance to Reliance Standard dated March 5, 2008, attached as **Exhibit B**). Thus, this notice of removal is timely filed within the 30 days allowed for removal by 28 U.S.C. § 1446(b).

5. Pleadings and Process: Pursuant to 28 U.S.C. § 1446(a), Reliance Standard attaches to this notice “a copy of all process, pleadings, and order served upon” it. Those copies are attached as **Exhibit A** (Complaint), **Exhibit B** (Notification Letter from Department of Commerce and Insurance to Reliance Standard dated March 5, 2008), and **Exhibit C** (Summons),

6. Notice Given: Reliance Standard will give written notice of the filing of this notice of removal as required by 28 U.S.C. § 1446(d) and will file a copy of this notice with the Clerk of the Circuit Court of Blount County, Tennessee. (*See* Notice of Filing of Notice of Removal, attached as **Exhibit D**).

WHEREFORE, Reliance Standard Life Insurance Company respectfully requests that this case be removed from the Circuit Court of Blount County, Tennessee, that this Court exercise jurisdiction of this matter, and that this Court grant any and all other appropriate relief.

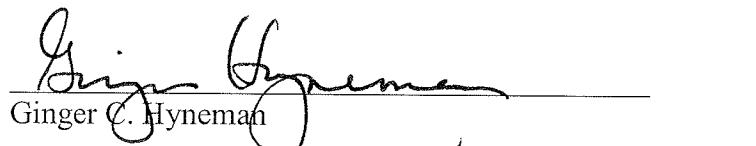
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by ~~sec w/ permission~~
Attorneys for Reliance Standard Life
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CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of March 2008, a copy of the foregoing was served by Federal Express, on the following:

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